

**RFP 2001-03**  
**Questions and Answers**

**The deadline for Questions related to this solicitation was December 6, 2000. we have continued to receive questions. The following represent the last set of question that the Commonwealth will respond to prior to the December 13<sup>th</sup> due date.**

**Q.** Amendment (2) request vendors to add "paragraph (3.5) to page (18)". Section (3) is the General Description of Request for Proposal section and since this section is just a description section, my interpretation of this request is that the State is not requiring this info with the proposal, correct?

**A.** We require that this information be submitted in all proposals.

**Q.** The Commonwealth has required that all equipment be new. For a normal sale this is fine. However, does this apply throughout the warranty period?

**A.** The Contractor has the opportunity to repair the unit under warranty with new or like new parts. If the unit requires replacement, the Commonwealth requires a new unit, and the unit may be comparable if the original is no longer in production.

**Q.** Related to the question above, would the Commonwealth fully define failure?

**A.** There is "failure" prior to acceptance, and "failure" for post-acceptance with performance, warranty and remedies for the specific occurrence delineated in the Terms and Conditions.

**Q.** Another example of needing further clarification is in the non-visual access to technology. The way that the language reads (and we know that this is statutory) is that all personal computers must be equipped with adaptive technology for the visually impaired. I feel certain that the Commonwealth does not intend for each PC to have a Braille keyboard or voice-recognition software. In past contracts with the Commonwealth, we have attached a second clause that puts some responsibility upon the ordering entity to identify which order or PC needs to have whatever technology or will have it. We would like to clarify this issue and yet still be responsive to the bid.

We have reviewed the vendor's manual and do not know what the acceptable approach would be. Would a letter to the Commonwealth with suggested language be acceptable to allow the vendor still to be responsive?

**A.** No. The Commonwealth will not negotiate, amend or clarify the Terms and Conditions. In addition, should the Offeror amend, clarify or for any reason not accept the Terms and Conditions verbatim, the Offeror will be considered non-responsive.

**Q.** Question about lack of cap limit, Clause #20

**A.** The clause stands as written.

**Q.** This says then that the Commonwealth wants onsite warranty coverage for notebooks. Am I correct?

**A.** No, we are not asking for on-site coverage of notebooks. We are requiring exchange warranties for notebooks. You can offer on-site for notebooks, but it is not required.

**Q.** Please define what the intent of exchange warranty is for the Premium notebooks and what is acceptable.

**A.** We believe the requirement is clear as stated. The goal is for replacement parts or units be delivered and the damaged ones returned.

**Q.** The requirement calls for "9 gig. 5400 rpm minimum, SCSI available". It is our understanding that we do not have to include a SCSI hard disk drive in the evaluated mandatory configuration. However, we must have SCSI drives available as options that users can pick and choose. Is our understanding correct?

**A.** Please reference Section #6 "Premium Class Workstation", where you must price the configuration with SCSI.

**Q.** The State will only award the model that is proposed, is that correct?

**A.** That is correct. The State will only award the model line that is proposed, but COV customers will be able to order various configurations from that line.

**Q.** For the purposes of post-award compliance and audit, will the Commonwealth exclude the 2% IFA from the actual discount for comparison purposes OR does the Commonwealth intend to compare the discount plus the IFA to the current contractual discount plus any administrative fees specified in other qualifying contracts with governmental agencies within its geographic boundaries?

**A.** For comparative purposes, the Commonwealth seeks the total invoiced price.

**Q.** With regard to the Commonwealth's RFP #2001-03 and for auditing purposes under an awarded contract, would the Commonwealth take into consideration under the Mandatory Terms and Conditions, Section 62, Industrial Funding Adjustment, to comply with Section 36, Most Favored Customer and Price Protection?

**A.** Please refer to the ASD website at <http://asd.state.va.us>. Under "Current Bids", "RFP 2001-03", please review the first question under "Pre-Proposal Questions and Answers.

